

HOME ENERGY SUPPLIER AGREEMENT

This Agreement, made by and between the Department of Social Services, Family Support Division (hereinafter referred to as the “Division”) and

(Name of Company)

(Hereinafter referred to as the “Supplier”) pursuant to Missouri’s Low Income Home Energy Assistance Program under Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35) as amended by Title VI of the Human Services Reauthorization Acts of 1984 (P.L. 98-558), of 1986 (P.L. 99-425), of 1990 (P.L. 101-501), 1994 (P.L. 103-252) and 1998 (P.L. 105-285) shall be as follows:

DEFINITIONS:

Home Heating Fuels – For purpose of this agreement, home heating fuels include fuel oil, tank propane, natural gas or electricity utilized as the primary source of heating for a residential dwelling occupied by an eligible customer.

Cylinder propane qualifies as a primary home heating fuel but payment is always made directly to the customer in these situations.

If a cylinder propane user is incorrectly entered as a tank propane user by the “Division”, the “Supplier” should **not** accept payment on behalf of this customer. This customer should be coded as a non-heat account on Client Eligibility Statement

Eligible Customer – Means a customer who has made application for assistance under Missouri’s Low Income Home Energy Assistance Program, has been determined by the “Division”, to be eligible for benefits, and has been certified by the “Division” as an eligible customer.

Eligibility Certification – Means that the program participant’s name appears on a listing of eligible customers referred to in Paragraph #3 of this agreement.

Payment – Means a “line of credit” payment to the “Supplier” equal to the maximum subsidy per eligible customer as set forth in Appendix A of this agreement.

Program Period – Natural Gas and Electricity – Home heating energy consumed beginning on or after October 1, 2005 and ending no later than the end of the first billing cycle for an eligible customer after March 31, 2006.

Program Period – Fuel Oil and Tank Propane – Home heating fuel delivered to an eligible customer beginning on or after July 1, 2005, and ending no later than March 31, 2006.

Credit Balance – Any surplus of funds remaining on the account of an eligible customer at the conclusion of the appropriate Program Period defined in this agreement which was created as a result of the “Division’s” payments to the “Supplier”.

PARAGRAPH #1: This agreement shall become effective upon signature by authorized representatives of the “Supplier” and the “Division” and shall apply to home heating fuels delivered or

provided to eligible customers under Missouri's Low Income Home Energy Assistance Program in accordance with the definitions set forth under Program Period in this agreement.

PARAGRAPH #2: As conditions for receiving payment for its eligible customers under Missouri's Low Income Home Energy Assistance Program, the "Supplier" shall:

- A. Not discriminate with regard to the terms or conditions of the sale, availability of credit, delivery or price of home heating fuels offered to eligible customers in relation to its other residential customers.
- B. Offer an eligible customer, on whose behalf the "Division" has made payment, a deferred payment plan for any balance due on their account that exceeds the amount of payment made by the "Division".
- C. Accept the payment to be made by the "Division" on behalf of an eligible customer if the amount of that payment exceeds the amount of the outstanding balance owed the "Supplier" by the eligible customer provided the conditions under Item E below will also be met by the "Supplier".
- D. Restore and/or continue during the period covered by this agreement, the provision of home heating fuels to any eligible customer for whom the "Supplier" has agreed to accept the "Division's" payment; provided the eligible customer maintains their deferred payment plan negotiated under Paragraph 2 B.
- E. Not terminate service provision during the period covered by this agreement to any eligible customer for whom the "Supplier" has agreed to accept payment except under provisions of rules and regulations issued by the Missouri Public Service Commission for those "Suppliers" subject to those rules and regulations; or

Provide home heating fuel in an amount at least equivalent to the amount of payment made by the "Division" on behalf of an eligible customer if the "Supplier" is not subject to rules and regulations issued by the Missouri Public Service Commission.

- F. Credit, via its normal billing process, the full amount of payment received from the "Division" to an eligible customer's account. The "Supplier" may apply any portion of the "Division's" payment to an eligible customer's previous account balance, provided the requirements of Paragraph #2 A-Q are observed by the "Supplier" after the "Division's" payment is applied to the eligible customer's previous account balance.
- G. Waive deposit, name change or late payment fees for an eligible customer whom the "Supplier" agrees to accept payment from the "Division" under LIHEAP.
- H. Notify each eligible customer in writing, of the amount of any credit balance remaining on their account as a result of the "Division's" payment, no later than the end of the first billing cycle for the eligible customer after March 31, 2006 or no later than the next regular billing cycle for the customer on whose behalf the "Division's" payment is received after March 31, 2006.
- I. Eligible customers who voluntarily terminate service with the "Supplier" and leave the "Supplier's" designated service area must have any credit balance remaining on their account refunded to them no later than 30 days after their final billing statement.

In the event that the designated customer dies during the program coverage period, and the credit balance on their account cannot be used by a surviving spouse at the same address, it will be refunded to the "Division". Any credit balances that cannot be utilized under the terms of this paragraph will be refunded to the "Division" no later than September 30, 2005.

- J. Utilize at least the following identifying information corresponding with the "Division" concerning eligible customers served by the "Supplier":
 - 1. Complete name of eligible customer (Head of Household)
 - 2. Complete address of eligible customer
 - 3. Customer's account number of eligible household
 - 4. Social Security Number of the customer supplied by the "Division"
- K. Submit to the "Division" actual usage data, via the report format provided by the "Division", for each eligible customer for each billing cycle or calendar month of the pertinent period set forth under Program Period defined in this agreement. Actual usage data submitted shall include:
 - 1. The complete name and address of each eligible customer
 - 2. The customer's account number
 - 3. The Social Security Number of each customer
 - 4. The number of units of home heating fuel consumed during each billing cycle or calendar month of the appropriate program coverage period defined in this Agreement
 - 5. The total actual costs for the number of units of home heating fuel consumed by each eligible customer during each billing cycle or calendar month of the program coverage period
 - 6. The amount of any credit balance remaining on the account of an eligible customer at the end of the first billing cycle for an eligible customer after March 31, 2005
 - 7. The amount of an eligible customer's outstanding account balance at the time the "Supplier" agreed to accept the "Division's" payment if the "Supplier" used the payment in accordance with Paragraph #2F
- L. Require any of its District, Regional, or local suppliers who provide services to eligible customers in Missouri, to comply with all provisions of this agreement;
- M. Provide, in writing, at the time this agreement is executed, the complete name and address of any sub-vendors who will be involved in the administration of Missouri's Low Income Home Energy Assistance Program under the terms of this Agreement.
- N. The "Supplier" agrees to restrict utilization of any information related to eligible customers to the administration of Missouri's Low Income Home Energy Assistance Program and not use or disclose any information related to its eligible customers to any parties except the "Division", the "Division's" agents or contractors, and comply with all applicable state and federal laws dealing with privacy and confidentiality, and if determined to be out of compliance, this agreement shall immediately be declared null and void.

The "Supplier" shall ensure that all persons in its employ authorized to have access to and/or use information obtained from the "Division", as

described in this agreement, understand these conditions, and in the case of information obtained electronically, by using Internet, attest to such understanding in writing by signing a DFS-137 security access and confidentiality agreement form. Availability of this information must be strictly limited to employees with a “need to know” and must not, under any circumstances, be shared with anyone else. If determined to be out of compliance, access will be denied and this agreement shall be declared null and void.

- O. Return eligible customer listings to the “Division” within fifteen (15) calendar days after they are received, indicating whether or not the payment to be made by the “Division”, on behalf of the eligible customer, will be accepted by the “Supplier”.
- P. The “Supplier” agrees to maintain and upon request of the Division permit authorized representatives of the Department of Social Services, the “Division” and such other Federal or State agencies as may require such information, to have access to such records as may be necessary to confirm the “Suppliers” compliance with the provisions of this agreement. The “Supplier” agrees to retain all books, records, and other documents relevant to this agreement for a minimum of three (3) years or until litigation, claim, negotiation, audit, or other action involving the records that was initiated prior to the expiration of this three (3) year period has been completed.
- Q. Not accept the “Division’s” payment on behalf of customers with the following account status:
 - 1. Inactive Account (Natural Gas & Electric) – An account on which service was terminated prior to October 1, 2005 or later and the “Supplier” does not agree to restore or continue service to this customer under the provisions of Paragraph #2 A through S of this agreement.
 - 2. Inactive Account (Fuel Oil & Tank Propane) – An account on which no purchases of home heating fuel were made in the six (6) month period immediately preceding October 1, 2005.
 - 3. Non-Heat Account – An account which the “Supplier” can identify via actual usage patterns or other means, as not being utilized as the primary source of home heating.
 - 4. Commercial Account – An account identified by the “Supplier” via rate structures or other means, as generally being utilized by a commercial business.
 - 5. Not Our Customer – An account which the “Supplier” is unable to identify via existing records as being a customer of his company.
- R. Not transfer any portion of the payment made by the “Division” on behalf of an eligible customer to any other customer’s account except under the conditions specified in Paragraph 2, I.
- S. Not use any portion of the payment made by the “Division” on behalf of an eligible customer for reimbursement of fees charged by collection agencies.

PARAGRAPH #3: The “Division”, in carrying out its responsibility to administer Missouri’s Low Income Home Energy Assistance Program, shall provide the “Supplier” with a weekly listing of eligible customers who have designated the company as their primary home heating fuel supplier. These listings shall include at least the following data elements:

1. Complete name of eligible customer (Head of Household)
2. Complete address of eligible customer (Head of Household)
3. Customer account name provided by eligible customer if “Supplier” utilizes this type of system to identify its customers
4. Social Security Number of eligible customer (Head of Household)
5. Amount of payment to be made by the “Division” on behalf of each eligible customer whose name appears on this listing

PARAGRAPH #4: The “Division” agrees, provided the “Supplier” returns eligible customer listings within the time frames set forth in Paragraph #2 O, to mail payment to the supplier within twenty (20) calendar days for those customers whom the “Supplier” has agreed to accept payment.

- A. If the “Supplier” notifies the “Division” that they will not accept payment on behalf of a particular eligible customer for reasons other than those stipulated in Paragraph 2 Q 1-5 of this Agreement, payment will automatically be made to the eligible customer.
- B. If the “Supplier” fails to return an eligible customer listing within the time frame specified in Paragraph #2 O, direct payments will be made to all customers who appeared on said listing.
- C. After each eligibility listing has been returned by the “Supplier” and processed by the “Division”, the “Division” shall furnish the “Supplier” with a payment report identifying the eligible customers paid, the amount paid, and whether the payment was made to the eligible customer or to the “Supplier” on behalf of the eligible customer.

PARAGRAPH #5: The “Division” agrees that any information provided by the “Supplier” on the account of an eligible customer shall be used solely for the purpose of administering Missouri’s Low Income Home Energy Assistance Program and for no other purposes, and shall obtain this same agreement from any of its agents and contractors.

PARAGRAPH #6: The “Division” agrees to secure from each eligible customer and from its agents or contractors, written authorization for the release of information concerning the eligible customers account with the “Supplier”.

PARAGRAPH #7: Either party may terminate its duties under this agreement upon provision of 30 days written notice to the other, except that the duties of Paragraph 2 I, K, N and P and Paragraph 7 shall survive. If funds for payment of home heating costs of eligible customers are not sufficient to permit the “Division” to reimburse the “Supplier” in accordance with the payment maximums specified in Appendix A , the “Division” will prorate payments to the “Supplier” on the basis of the total obligations for home heating costs of all eligible customers in Missouri and the amount of funding available to meet these obligations. This procedure would be utilized until all available funding for the payment of home heating costs of eligible customers has been expended.

PARAGRAPH #8: This agreement and any attachments thereto set forth all promises, agreements, and understandings between the “Division” and the “Supplier”. No alterations, modification, or amendment of this agreement shall be binding upon either party unless it has been reduced to writing and properly executed by authorized representatives of both parties to the agreement.

In Witness Whereof, the "Division", and the "Supplier" hereby execute this agreement.

Authorized, Representative of
Supplier

Official, Family Support Division

Title

Date:_____

Date:_____

**PLEASE COMPLETE THE INFORMATION BELOW AND RETURN WITH THE SIGNED
AGREEMENT.**
**THE DIVISION WILL COMPLETE THE LAST LINE AND RETURN WITH THE COMPANY'S COPY
OF THE SIGNED AGREEMENT.**

**Also, please attach a complete listing of all of your branch offices, including their names, addresses, telephone
numbers, fax numbers, and current e-mail address..**

COMPANY NAME AND MAILING ADDRESS:_____

CITY:_____ **STATE:**_____ **ZIP CODE:**_____

COUNTY:_____

TELEPHONE NUMBER:_____ **FAX NUMBER:**_____

E-MAIL ADDRESS:_____

TYPE(S) OF FUEL PROVIDED:_____

(DO NOT COMPLETE – STATE OFFICE USE ONLY)

SUPPLIER NUMBER ASSIGNED:_____

INCOME RANGES AND BENEFIT AMOUNTS

HOUSEHOLD	MONTHLY INCOME AMOUNTS				
SIZE	A	B	C	D	E
1	0-199	200-399	400-599	600-799	800-997
2	0-267	268-535	536-803	804-1071	1072-1337
3	0-335	336-671	672-1007	1008-1343	1344-1676
4	0-403	404-807	808-1211	1212-1615	1616-2016
5	0-471	472-943	944-1415	1416-1887	1888-2355
6	0-539	540-1079	1080-1619	1620-2159	2160-2695
7	0-607	608-1215	1216-1823	1824-2431	2432-3034
8	0-675	676-1351	1352-2027	2028-2703	2704-3374
9	0-743	744-1487	1488-2231	2232-2975	2976-3714
10	0-811	812-1623	1624-2435	2436-3247	3248-4053
11	0-879	880-1759	1760-2639	2640-3519	3520-4393
12	0-946	947-1893	1894-2840	2841-3787	3788-4732
13	0-1014	1015-2029	2030-3044	3045-4059	4060-5072
14	0-1082	1083-2165	2166-3248	3249-4331	4332-5412
15	0-1150	1151-2301	2302-3452	3453-4603	4604-5751
16	0-1218	1219-2437	2438-3656	3657-4875	4876-6091
17	0-1286	1287-2573	2574-3860	3861-5147	5148-6430
18	0-1354	1355-2709	2710-4064	4065-5419	5420-6770
19	0-1422	1423-2845	2846-4268	4269-5691	5692-7109
20	0-1490	1491-2981	2982-4472	4473-5963	5964-7449
FUEL TYPE	A	B	C	D	E
1. NATURAL GAS	\$257	\$226	\$206	\$178	\$158
2. TANK PROPANE	\$274	\$244	\$214	\$184	\$154
3. ELECTRIC	\$252	\$224	\$199	\$167	\$139
4. FUEL OIL	\$292	\$256	\$225	\$193	\$162
5. WOOD	\$184	\$164	\$143	\$123	\$103
6. KEROSENE	\$116	\$104	\$91	\$78	\$65
7. CYLIN. PROPANE	\$138	\$123	\$107	\$91	\$76